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July 23, 2002

RECORDATION NO. 24044 FILED

New Recordation No.

JUL 23 '02 4-01 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

On behalf of Bank of America, N.A. I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a primary document, not previously recorded, entitled Assignment of Leases ("Assignment") entered into as of February 23, 2001.

The parties to the enclosed Assignment are:

Cherie Barker and - ASSIGNOR
Mark Barker
2342 Hickory Hollow
Spring, TX 77386

Bank of America, N.A. - ASSIGNEE
901 Main Street
Dallas, TX 75202

The said Assignment, among other things, acts to assign all now and future leases of two railroad cars from the Assignor to the Assignee, and should be recorded under a new Recordation No.

The equipment covered by the instant Assignment is identified as two railroad cars, PLMX 4100 and 4106.

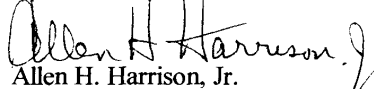
A short summary of the Assignment to appear in the Surface Transportation Board Index is as follows:

"Covers all now and future leases of PLMX 4100 and 4106."

Enclosed is a check in the amount of thirty dollars (\$30.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter from the Surface Transportation Board acknowledging the filing and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Bank of America, N.A.,
for the purpose of this filing.

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8231-021

RECORDATION NO. 24044 FILED

JAN 23 '02 4:01 PM

ASSIGNMENT OF LEASES

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT AND AGREEMENT ("Assignment") is entered into as of February 23 2001, by CHERIE AND MARK BARKER, each an individual (collectively referred herein as "Assignor"), for the benefit of BANK OF AMERICA, N.A., a national association ("Assignee").

WITNESSETH

WHEREAS, Assignor, as Borrower, has executed a certain Promissory Note ("Note"), payable to the order of Assignee, dated as of the date hereof, providing for the loan by Lender to Borrower of the sum of \$41,400.00, and capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Note; and

WHEREAS, Borrower's obligations under the Note are secured, *inter alia*, by a security interest in certain collateral described in the Chattel Mortgage and Security Agreement dated of even date herewith (the "Chattel Mortgage") and on Exhibit "A" attached hereto and by this reference made a part hereof (the "Collateral"); and

WHEREAS, Assignor has entered into various lease agreements, including without limitation those described on Exhibit "B" attached hereto and by this reference made a part hereof, and desires to enter into other lease agreements in the future (collectively, the "Leases") with various lessees ("Lessees") each of which leases, *inter alia*, one or more items of the Collateral to a Lessee; and

WHEREAS, pursuant to the Note, Assignee is willing to consent to the Leases if (i) Assignor will continue to remain responsible and liable under the Note for the full and complete performance of all of Assignor's obligations thereunder and (ii) Assignor assigns to Assignee the Leases as herein provided.

NOW, THEREFORE, Assignor hereby covenants and agrees as follows:

1. GRANT. Assignor does hereby grant, sell, transfer and assign to Assignee all of the right, title and interest of Assignor in and to each of the Leases, whether now existing or hereafter arising, but solely to the extent to which each Lease relates to a portion of the Collateral, together with all rentals, payments, income, profits, per diem mileage, mileage credits, excess mileage credits, insurance proceeds, and proceeds from requisition or taking ("Payments") now due and which may hereafter become due to Assignor by virtue of any portion of the Collateral being the subject matter, or a portion of the subject matter, of any of the Leases. The parties acknowledge that some or all of the Leases cover railcars or rolling stock owned by Assignor but which does not constitute a part of the Collateral, and that some or all of the Leases cover railcars, or rolling stock which is not owned by Assignor but with respect to which Assignor acts as agent for the owner/lessor thereof. By this Assignment, Assignor is only granting to and creating a security interest in Assignee to the extent any of the Leases, or any payments or proceeds deriving therefrom, relate to any portion of the Collateral. Hereafter throughout this Assignment, any and all references to the Leases are intended to be understood in the context of the foregoing limitation, unless specifically indicated otherwise. Upon the occurrence of a default under the Note (an "Event of Default"), Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney, in its name and stead

(with or without taking possession of the Collateral), to enforce said Leases and to collect all of said Payments.

2. SECURITY. This Assignment is for the purpose of securing:

(a) Payment in full of all sums, together with interest thereon, becoming due and payable to Assignee under the provisions of the Note, the other loan documents executed pursuant to the Note (the "Loan Documents") or pursuant hereto; and

(b) Performance and discharge of each and every obligation, covenant, condition and agreement of Assignor contained herein and in the Note and the Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. Assignor covenants with and represents and warrants to Assignee that:

(a) Notwithstanding this Assignment and the exercise by Assignee of any rights assigned hereunder, Assignor will nevertheless, at all times for the duration of the Leases and at Assignor's sole cost and expense (i) perform and discharge each and every obligation, covenant, condition and agreement of Assignor under the Leases, and (ii) use reasonable diligence to enforce or secure the performance of each and every obligation, covenant, condition, and agreement to be performed by the Lessees pursuant to the Leases.

(b) No Payment under the Leases will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Assignor which materially adversely affects the obligations of the Lessees taken as a whole.

(c) Assignor is the sole party entitled to receive said Payments, and to enjoy all the other rights and benefits mentioned herein, and the same have not been heretofore nor will they be hereinafter granted, sold, transferred or assigned by Assignor to any other person. Assignor has the right to grant, sell, transfer and assign the same and to grant and confer upon Assignee the rights, interests, powers and/or authority herein granted and conferred, and no consent from any Lessee is required under the terms of the Lease with respect to which such Lessee is a party, nor has any such obligation for Lessee consent otherwise been agreed to by Assignor.

(d) (i) Assignor has the full power and legal right to make this Assignment and all proceedings necessary to authorize this Assignment have been taken; (ii) the existing Leases are in full force and effect, all Collateral has been delivered to and accepted by the Lessees pursuant to the Leases, and neither Assignor nor any of the Lessees are in default thereunder (exclusive of minor or immaterial defaults which do not affect any material portion of Leases, which are ordinary or customary in the industry or which are consistent with Assignor's prior course of dealing with such Lessees, and as to which Leases Assignor expects to fully realize the benefits granted by such Leases); (iii) the Note is in full force and effect and Assignor is not in default thereunder; (iv) the existing Leases are valid, binding and enforceable against

Assignor and the Lessees in accordance with their terms; and (v) the Note and the Loan Documents are valid, binding and enforceable against Assignor in accordance with its terms.

(e) Assignor will execute and deliver, immediately upon the request of Assignee, all such further assurances of assignment of the Leases as Assignee shall from time to time require, and will pay all recording and filing fees or other charges that may be incident to or may arise out of the recording of the same or of this Assignment. Assignor will execute upon request any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by Assignee to be necessary or appropriate in connection with this Assignment.

(f) Each of the Leases are and shall remain a true lease and not an installment sale.

4. EXERCISE OF RIGHTS.

(a) Although it is the intention of the parties that this Assignment shall be a present assignment, it is understood and agreed that Assignee will not exercise any of its rights and powers hereunder until and unless there shall exist an Event of Default (as defined in the Note), and so long as none of the same shall occur, Assignor shall have the license to collect, but not in advance of their due date, all Payments due under the Leases and to retain, use and enjoy the same.

(b) If an Event of Default exists, Assignee may, at its option (i) enforce any and all of Assignee's rights and remedies under the Note and the Loan Documents, and/or (ii) take such action as it deems proper or necessary to collect the Payments from Lessees, which Payments Assignee may then retain, use and enjoy. In furtherance thereof, Assignee may make, cancel, enforce or modify the Leases, and do any acts or things which Assignee deems proper to protect the security hereof, and may, in its own name or Assignor's name, sue for or otherwise collect and receive the Payments, including those past due and unpaid, and apply the same in accordance with the provisions of this Assignment.

(c) In the exercise of the rights and powers conferred upon it by this Assignment, Assignee shall have the full power to hold, use and apply all of the Payments to the payment of or on account of any sums due under the Note, and to any cost and expense of collection, including reasonable attorneys' fees, in the Assignee's discretion.

5. NO LIABILITY OF ASSIGNEE. This Assignment shall not operate to increase Assignee's obligations or liabilities or decrease Assignee's rights and remedies under the Note. Assignee shall not be responsible for any loss, liability or damage under the Leases, or under or by reason of this Assignment, other than to the extent such loss, liability or damage arises from the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss or damage, including without limitation such liability, loss or damage incurred in the defense of any claims or demands whatsoever asserted against Assignee under the Leases or under or by reason of this Assignment, the amount thereof, including costs, expenses and attorneys' fees, shall be additional sums secured hereby, shall bear interest

at the default interest rate specified in the Note, and Assignor agrees that it shall reimburse Assignee therefor immediately upon demand.

6. AUTHORIZATION TO RECOGNIZE CLAIMS OF ASSIGNEE. Each of the Lessees is hereby authorized to recognize the claims of Assignee hereunder when made under the sole signature of Assignee, without investigating the reason for any action taken by Assignee, or the validity of the amounts due and owing to Assignee, or the existence of any default under the Note or hereunder, or the application to be made by Assignee of any amount to be paid to Assignee. Following the occurrence of an Event of Default, checks for all or any part of the Payments collected under this Assignment shall be drawn at Assignee's option to the exclusive order of Assignee.

7. NATURE OF REMEDIES. The remedies herein set forth shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any other remedies granted in the Note, the Loan Documents, or by law, all of which shall be cumulative with the remedies herein granted. Any right or remedy exercised hereunder by Assignee including, without limitation, the collection of the Payments and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Note or the Loan Documents or invalidate any act done pursuant to such notice. No delay or failure of Assignee to exercise any right or remedy hereunder or under the Note, the Loan Documents, or the Leases shall be deemed to be a waiver thereof, and the single or partial exercise by Assignee of any right or remedy hereunder, under the Note, the Loan Documents or the Leases shall not preclude any other or further exercise thereof or the exercise of any other right or remedy at any time.

8. CROSS DEFAULT. Any default by Assignor in the performance of any obligation, covenant, condition or agreement herein contained shall, at Assignee's option and following the expiration of applicable cure and/or grace periods set forth in the Agreement, the relevant provisions of which are incorporated herein by reference, constitute and be deemed an Event of Default under the terms of the Note.

9. BINDING. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

10. DURATION. This Assignment shall continue in full force and effect until (i) the payment in full of all sums due to Assignee under the Loan Documents and the Note and (ii) the performance and discharge of each and every obligation, covenant, condition and agreement of Assignor thereunder and hereunder required to be performed on or before the date of payment in full of the Note.

11. SEVERABILITY. The unenforceability, illegality or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable, illegal or invalid, and this Assignment shall be construed as if such unenforceable, illegal or invalid provision had never been contained herein.

12. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given if sent as provided in the Chattel Mortgage.

13. APPLICABLE LAW; VENUE; SERVICE OF PROCESS. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Assignment has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. Assignor agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with the notice provisions of the Chattel Mortgage.

14. ARBITRATION. EXCEPT AS SET OUT BELOW, ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS DOCUMENT OR ANY RELATED DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT (COLLECTIVELY, "CLAIM"), SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CLAIM IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR ANY JUDICIAL RELIEF SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(a) SPECIAL RULES. ANY ARBITRATION SHALL BE CONDUCTED IN HARRIS COUNTY, TEXAS, AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS. ANY DISPUTE CONCERNING THIS ARBITRATION PROVISION OR WHETHER A CLAIM IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD LEGAL FEES PURSUANT TO THE TERMS OF THIS DOCUMENT.

(b) RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS DOCUMENT; OR (II) BE A WAIVER BY BANK OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF ANY PARTY HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST OR SELL ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. ANY PARTY MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE OR SELL COLLATERAL OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS DOCUMENT. NONE OF THESE ACTIONS SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CLAIM OCCASIONING RESORT TO SUCH REMEDIES OR PROCEDURES.

(c) WAIVER OF CERTAIN DAMAGES. THE PARTIES HERETO WAIVE ANY RIGHT OR REMEDY EITHER MAY HAVE AGAINST THE OTHER TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF ANY CLAIM WHETHER THE CLAIM IS RESOLVED BY ARBITRATION OR BY JUDICIAL ACTION.

(d) WAIVER OF JURY TRIAL. BY AGREEING TO BINDING ARBITRATION, THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BETWEEN OR AMONG THE PARTIES HERETO. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS ASSIGNMENT TO ARBITRATE, TO THE EXTENT ANY SUCH CLAIM BETWEEN OR AMONG THE PARTIES HERETO IS NOT ARBITRATED, THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS DOCUMENT.

15. ENTIRE AGREEMENT. THIS ASSIGNMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. THE PROVISIONS OF THIS ASSIGNMENT AND THE OTHER LOAN

DOCUMENTS TO WHICH ASSIGNOR IS A PARTY MAY BE AMENDED OR WAIVED ONLY
BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its name as
of the day and year first above written.

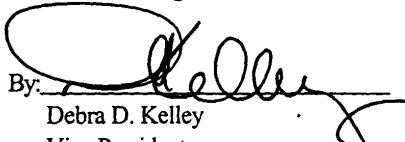
CHERIE BARKER

By 
Cherie Barker

MARK BARKER

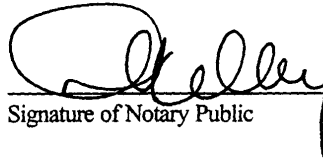
By 
Mark Barker

BANK OF AMERICA, N.A.,
a national banking association

By: 
Debra D. Kelley
Vice President

State of Texas)
) ss.
County of Harris)

On this 23 day of February 2001, before me personally appeared Cherie and Mark Barker, to me personally known, who being by me duly sworn, acknowledged that the execution of the foregoing instrument was his free act and deed.

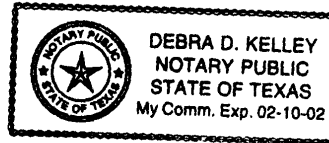


Signature of Notary Public

SEAL

My Commission Expires:

2/10/02



State of Texas)
) ss:
County of Harris)

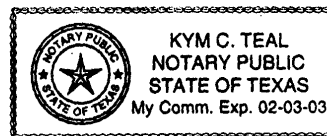
On this 23 day of February 2001, before me personally appeared Debra D. Kelley, to me personally known, who being by me duly sworn, says that he/she is the Vice President of Bank of America, N.A., a national banking association, that said instrument was signed on behalf of said banking association, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.



Signature of Notary Public

My Commission Expires:

2-3-03



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237:9766-828

EXHIBIT A

COLLATERAL

Those railroad cars described and listed on Schedule 1 attached hereto and made a part hereof, and any railroad cars described and listed on any additional Schedules subsequently attached hereto, each of which shall automatically be made a part hereof, including:

(i) all attachments, accessions, fittings, equipment and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof;

(ii) all books and records relating to any of the foregoing whether presently existing or hereafter arising, including, without limitation, all tapes, cards, computer programs and computer data of any computer service bureau or other third party;

(iii) all improvements and replacements hereafter made in or to the foregoing; and

(iv) any and all products and proceeds of the foregoing in any form, including without limitation, any and all proceeds of the sale, lease, requisition, taking or other dispositions of any or all of the foregoing (including, without limitation, all income, profits, lease and rental payments, per diem mileage, mileage credits, excess mileage credits, and any and all other revenues or monies of whatsoever nature generated by or attributable to the foregoing), any claims against third parties for loss, damage or destruction of any or all of the foregoing, and all insurance proceeds relating to all of the above.

SCHEDULE 1

CAR NUMBER	SPECIFICATION	DATE BUILT
PLMX 4100	112J340W	JAN-74
PLMX 4106	112J340W	JAN-74

\\ODMA\PCDOCS\DALLAS_1\3437625\2

EXHIBIT B

LEASE AGREEMENTS

Car Number	Specification	Date Built	Lease
PLMX 4100	112J340W	JAN-74	COASTAL REF.
PLMX 4106	112J340W	JAN-74	NGL SUPPLY

CERTIFICATE OF TRUE COPY

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, under penalty of perjury, do hereby certify that I have compared the attached document with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, I have hereto affixed my signature this 23rd day of

July, 2002

Allen H. Harrison, Jr.
Allen H. Harrison, Jr.